

General terms and conditions

§ 1 Scope – Integral parts of the contract

[1] Our General Terms and Conditions apply to the delivery of products and to other performances according to the contract which was made with the customer.

[2] Deviant of this, assemblies takes place according to the German Construction Contract Procedures. Therefore the General terms and conditions only apply to assemblies if the German Construction Contract Procedures was not (or not validly) arranged.

[3] Our General Terms and Conditions apply to the consumer and to the mercantilist, except there is a differentiation in the respective clause. The genus customer stands for consumer and mercantilist.

[4] Our General Terms and Conditions apply solely; we only accept deviant conditions, amendments, additional agreements or tendering according to the German Construction Contract Procedures if they are written confirmed. This is also valid if we unconditionally conduct the delivery aware of deviant instructions.

§ 2 Offer – conclusion of the contract – bidding documents

[1] Our offers are without engagement. Changes of the models, the construction or the equipment are subjected. Illustrations and statements of the catalogue and brochures show only approximations and are not binding, except they are explicitly marked as binding by us. According to the condition of the goods applies only to our product description as agreed in the confirmation, except a special product description is made explicitly and written between us and the customer; public statements, advertisements or promotion of the SIK Holz are not considered as contractual declaration of the condition of the goods.

[2] The order of the customer is a binding order which we can accept by sending of a written confirmation or by delivery of the goods.

[3] In case a consumer orders goods by electronic way, we will confirm the receipt of the order immediately. The confirmation of the receipt is no binding acceptance of the order. In case of an electronic order by the consumer, the content of the contract is saved by us and will be sent to the customer by request, together with the present General terms and conditions, by electronic way (E-mail).

[4] The customer is responsible for the accuracy of the documents which have to be delivered by him as well as especially for examples and drawings. The assertion of any kind of claim for compensation against us because of products defects, which are due to incorrect documents of the customer, is impossible.

[5] Protective regulations are only delivered if it is regulated by law or explicitly stipulated.

[6] The ownership and the copyright of the illustrations, drawings, calculations and other documents is reserved to us. This also applies to written documents which are

called as confidential. Before transferring to a third party the customer needs an explicitly written agreement of us. If trademark rights of a third party are infringed upon, during the making of the article of sale on the basis of drawings, examples or other indications of the orderer indemnifies our firm from all pretensions.

§ 3 Prices and terms of payment

[1] The prices are calculated ex works and do not include packaging, freight, postage and safety of the value. The current VAT has to be added. The offers base on the price list which is valid to the time of the offer.

[2] In case the customer is consumer, price changes are acceptable, if there are more than 4 months between the conclusion of the contract and the agreed delivery date. If the wages or costs of materials change after the conclusion of the contract till the delivery, we are in the right to change the price adequate according to the cost increase or cost reduction. The customer is only entitled to abdicate if price increases transcend the cost of living between the order and the delivery gravely.

[3] In case the customer is mercantilist, the agreed price is valid. The higher price is valid if the price increased in the time of the service provision by changing of the market price or by increasing fees which are demanded of the third party which is included in the service provision. The customer is only entitled to abdicate if the price is at least 20% higher than the agreed price and the resignation takes place promptly.

[4] All accounts for deliveries are payable without deduction during 30 days from account date on. All accounts for efforts are payable without deduction during 14 days from account date on. The legal consequences of default in payment shall apply.

[5] Notes our firm a grave deterioration of the capital ration of the orderer after the conclusion, of the contract, which put a risk on our claims to consideration, we can demand a accordant security till the time of his capacity. If the orderer does not meet our justifiable demand, we can withdraw from the contract or claim for compensation because of default. If the order gets in arrears with a partial performance, our firm can demand the total outstanding amount immediately.

[6] The customer has the right to set of only if its counterclaim is legally assessed, indisputable or accepted by us. Is the customer mercantilist, he is only authorised to execute the right of retention if his counterclaim is based on the contractual relationship.

§ 4 Delivery and services

[1] The stated delivery time demonstrates only an approximate value and is not binding, except a special delivery date was explicitly binding agreed.

[2] The assertion of any claim for compensation is impossible, if a binding delivery time is not complied with, because of reasons which the customer has to be of, e. g. incomplete or non-fulfilment of his contractual obligation in time; especially incomplete and non-duly delivery of all needed permissions, documents, examples and drawings.

[3] A time limit is considered as adhered:

a] in case of delivery without assembly and installation, if the delivery is sent or picked up during an agreed period. Delays the delivery because of reasons the customer is of – the time limit is considered as adhered if the readiness for dispatch is announced. In case of a supplementary changing of the contract at the customer's instance, which influence the delivery time, the delivery time can be elongated adequately. In this case the time limit is considered as adhered albeit the elongation.

b] In case of delivery with assembly and installation as soon as it takes place during the agreed period. Is the non-compliance of the time limit based on unforeseen and non-justifiable happenings, strike, lock out, war, lack of energy and resources or Acts of God, we are exempt from adherence of the delivery time and prices. If we default with our services because of reasons we have to be of, the customer can demand payment of compensation instead of services first if he set an adequate time limit and this extension of time elapsed unsuccessfully. Is the delivery or service delayed or cancelled at the request of the customer or because of reason which the customer has to be of, we are in the right to assert originated disbursement as damage to the customer and calculate originated costs in a reasonable amount, for example storage charge.

§ 5 Cost for delivery and service, transfer of perils

[1] The type of dispatch is elected in agreement with the customer. The customer bears the costs of the dispatch, contingent additional charges as well as possible extra costs for express goods, if there is not written agreed anything else.

[2] In case the customer is mercantilist - the danger of accidental demise and deterioration vests in the customer when the goods are released/ delivered to the forwarder, freight carrier or another person who is responsible for the dispatch.

[3] In case the customer is consumer – the danger of accidental demise and deterioration vests of the bought goods in the customer when the goods are released (even if they are delivered). If the customer is behind the schedule it is equal to the release.

[4] In case of delivery with assembly and installation the danger vests in the customer from the time when the goods are accepted.

[5] We carry out delivery and service according to the usually necessary accuracy, except the customer gives a special instruction by the placing of order or conclusion of the contract. We are not liable for defects which are caused by the instructions of the customer.

§ 6 Right of withdrawal and of return

[1] In case of a delivery/service because of a distance selling contract (§ 312b German civil code) the customer has the right to withdraw his declaration of intent, which he made at the conclusion of the contract, in the space of two weeks. The cancellation does not need a statement and has to be written or to declare it the seller through a return; for the ensuring of the time limit is a duly dispatch sufficient.

[2] The cancellation has to be sent to:

SIK-Holzgestaltungs GmbH

Langenlipsdorf 54 a, D-14913 Niedergörsdorf

[3] The right to cancellation does not exist in case of delivery of goods which are made according to customer's specification. It is also a making according to customer's specification if the consumer chooses its article out of a catalogue or brochure in creative type which is not shown and provided in the catalogue or brochure. The customer is obligated to return the goods if he uses his right to cancel in case the goods are able to send in a packet. In case the order value is up to € 40,- the consumer bears the cost of return except the delivered goods do not correspond to the ordered goods. Is the order value higher than € 40,- the customer has not to pay the costs for return. The consumer has to pay compensation for the degradation which is caused by the intended use. The consumer is allowed to check the goods carefully. The consumer has to bear the obsolescence which causes by the use of the goods, which exceed a check that they cannot be sold as 'new'.

§ 7 Liability for defects

[1] Is the customer consumer; we adhere according to the law in case of a defect as far as there are no reductions because of the subsequent.

[2] Is the customer mercantilist; we reserve the way of execution in case of a defect to us.

[3] Obvious defects have to be written announced to us by the customer in the time of 2 weeks after the incidence of the defect. Otherwise expire the right of warranty of the customer unless we concealed defects or accepted warranty for the character of the goods.

[4] If the customer is an entrepreneur, he may, if we refuse to seriously and conclusively or we refuse to remedy the defect and rework due to unusual costs, require only a reduction of the purchase price (reduction), or when building work is not for the complaint withdraw from the contract.

[5] Happens a delivery without assembly and installation, and is an instruction sheet, which we delivered, incorrect, we are just liable to deliver a correct instruction sheet and only if the mistake in the instruction sheet is opposed to a correct assembly.

[6] The right of compensation of defects of the consumer prescribe in case of a delivery of new goods after two years and in case of delivery of second-hand goods after one year. The time limit begins with the transfer of perils. Is the customer mercantilist, the period of warranty for the delivery of new and second-hand goods amounts always one year; the limitation period stays unaffected in the case of a delivery regress (§§ 478, 479 German Civil right).

[7] The right of compensation because of defects are excluded from the stipulations of § 7. In this case § 8 is valid for all customers.

[8] The customer gets no warranty according to the law of us; this was explicit written agreed.

§ 8 Adhesion for defects

[1] Our adhesion for compensation for contractual breach of duty as well as of delict is restricted to intent and gross fault. Notwithstanding we are liable for every degree of the faults of invasion of life, body and health of the customer and of invasion of cardinal obligation and compensation of damages caused by delay (§ 286 German Civil Right).

[2] The adhesion is limited, in case of a delivery delay, to 0,5 % of the delivery value for every accomplished week of the delay in the line with an agreed compensation for delay. The maximal limited adhesion is 0,5 % of the delivery value. The adhesion in case of an invasion of cardinal obligation is limited to the regular predictable defects.

[3] The aforementioned nonliability is also valid for slightly negligent breach of duty of our auxiliary person.

[4] As far as the adhesion of compensation is barred from us or limited, the adhesion is also valid in the face of the personal adhesion of compensation of our appointees, employees, assistants, representatives and auxiliary persons.

[5] As far as an adhesion of defects, which are not based on the invasion of life, body and health of the customer, is not barred for slight negligence, prescribe rights like these in the time of one year beginning with the development of the right or with the right of compensation because of a defect from the handing over of the goods on.

§ 9 Retention of title

[1] The goods are our property until the whole payment of the purchase price is done, in case of contracts with the consumer.

[2] In case of contracts with mercantile lists are the goods our property until all demands of an ongoing business connection are paid. In event of resale/leasing of the goods, the mercantile list assigns the demands on his customers (which are used as safety), which are caused by the mentioned business, by now until the performance of our demands. We are owner of the produced goods if they were made by converting of our goods, their alteration and their connection with another thing. These are conditional goods. If the conditional goods will be assembled as essential part of the parcel/ building of the mercantile list, he assigns the claim amounting to the invoice value of the retention of title of the goods with all ancillary rights to us, which are caused by any possible sale of the parcel or of real estate property rights. Exceeds the value of safety our demands to the mercantile lists by more than 20 %, we have to de-control, by request of the mercantile list, safeties at our own option in accordant amount, which are entitled to us.

[3] The mercantile list commits to announce the names of his customers, to which our goods were disposed, in case of his illiquidity and by request.

[4] All customers have to inform us directly about actions of execution of a third party by presentation of the documents which are necessary for an intervention; this is also valid for violations on other lines. Notwithstanding all customer have to point the right in the goods out to third parties in advance. In case the customer is mercantile list, he has to refund the cost of intervention, as far as the third party has not the ability.

§ 10 Limitation

Our demands on payment of the purchase price and the wage prescribe after 5 years, notwithstanding § 195 German Civil right. § 199 is valid concerning to the beginning of the limitation.

§ 11 Place of execution and jurisdiction, applicable law, effectively

[1] As far as there is nothing else arranged in the contract, the place of execution and jurisdiction is his address of record. This has no bearing on the legal regulation of the applicable law for the consumer.

[2] In case the customer is mercantile list, artificial person under public law or under separate estate of public law, exclusive jurisdiction for all disputes with the customer out of the contractual relationship (inclusive) is the court which is responsible for our place of business. The same is valid if the customer has no place of general jurisdiction in Germany or his residence or sojourn is not known at the moment when the suit was filed.

[3] This contract is subject to the German law as far as there are not special instructions of consumerism in the home country of the consumer, which is favourable (article 29 introductory law of the German Civil right). The mercantile list is barred from the use of the CISG.

[4] Declarations and advertisements relevant to the issue, which the customers comment to us or to a third party, must be in written form.

[5] If one or more terms are or will be invalid, the affectivity of the other terms is not affected.